

**AGREEMENT BETWEEN HUNTSVILLE TOWN AND WEBER COUNTY FOR LEASE
OF COUNTY VEHICLE FOR LAW ENFORCEMENT VOLUNTEERS (VIPS
PROGRAM) AND TOWN USE**

This Agreement is made and entered into pursuant to Utah Code Annotated §11-13-101, 1953 as amended, commonly referred to as the Interlocal Cooperation Act, by and between Weber County, a body corporate and politic of the State of Utah, hereinafter referred to as "County", and Huntsville Town, a municipal corporation of the State of Utah, hereinafter referred to as "Town".

WITNESSETH

WHEREAS, County, through the Weber County Sheriff's Office "Sheriff", provides law enforcement services to Town; and

WHEREAS, Sheriff has developed a "Volunteers In Police Service" program "VIPS" to be utilized in Town; and

WHEREAS, the VIPS program provides opportunities for volunteers to be trained, and under authority of the Sheriff, provide certain crime protection and prevention services; and

WHEREAS, the Town would like to lease a County vehicle for use in the VIPS volunteer program; and

WHEREAS, the vehicle will also be used for other Town purposes, as well as the VIPS program; and

WHEREAS, the County and Town find each receives mutual benefit from this Agreement; and

WHEREAS, the parties hereto wish to establish policies and procedures relating to the use of the vehicle and the costs and expenses associated therewith.

NOW WHEREFORE, pursuant to the Utah Interlocal Cooperation Act, the parties hereby mutually agree as follows:

1. The Town hereby leases from the County, for the fiscal year beginning July1, 2019 to June 30, 2020, a 2012 Ford F-150, Vin #1FTFW1EFXCFB96543 "Vehicle" for use in the Sheriff's VIPS program.
2. The Vehicle will be equipped by County, at County expense, with various items to make it an appropriate Volunteer vehicle as outlined in the attached Exhibit A incorporated herein by this reference.
3. The costs will be paid by the respectively by the County or Town as set forth in Exhibit B attached hereto and incorporated by this reference. Town shall make quarterly reimbursement upon being billed by County for any items on Exhibit B to be paid by Town.
4. The Town is responsible for and shall pay all costs related to insurance for the Vehicle and provide proof of the same to the County in the amounts of the coverage limits outlined in Exhibit C attached hereto and incorporated herein by this reference.

5. These payments of costs set forth in the Exhibits along with the insurance premium paid by the Town shall constitute the full and complete lease payment from the Town to County.
6. The Town may use the vehicle for limited Town purposes as well as making the vehicle available for use in the VIPS Program.
7. VIPS volunteers will be volunteering for the County and the Sheriff. The County, as provided for in state law, will provide liability (accept as outlined in Exhibit C) and Workman's Compensation coverage for any VIPS volunteers.
8. VIPS volunteers are not considered Town employees and Town has no responsibility for any costs or expenses incurred by VIPS volunteers accept as outlined in Exhibit B and C.
9. Any liability or expenses incurred through the use of the vehicle by the Town and its employees will be the sole responsibility of the Town and Town will indemnify the County from any expenses that might be incurred therefrom.
10. This Agreement supersedes any other oral or written agreement between the parties related to the use of the vehicle provided for VIPS operations and can only be amended or altered through written agreement between the two parties.
11. This Agreement may be extended for additional years by written agreement between the parties, but without such extensions, the agreement will terminate on the later of June 30, 2020 or when all obligations under the agreement are fulfilled.

IN WITNESS THEREOF, the Town caused this Agreement to be signed by its Mayor and attested by its City Recorder, and the County has caused this Agreement to be signed by its Chairman of the Board of County Commissioners and attested by it Clerk, all on the day and year appearing below their respective signatures.

HUNTSVILLE TOWN

By:

Mayor

Date

8-15-19

Attest:

Approved as to Form:

City Recorder

Treasurer

City Attorney

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY:

By: _____ Date _____
Chair

Attest: _____ Approved as to Form:

Weber County Clerk Weber County Attorney's Office

Exhibit "A"

This exhibit defines what equipment will be provided by the Weber County Sheriff's Office.

- a. Light Bar (Amber only)
- b. Control box (for light bar)
- c. Decals
- d. Flashlights with charging mounts (2)
- e. Flares (12)
- f. Traffic cones (6)
- g. Traffic Vests (2)
- h. Jumper Cables
- i. Floor jack
- j. Breaker bar/star iron
- k. Tarp

Exhibit "B"

This Exhibit defines which entity is responsible for VIPS vehicle service, maintenance, and repairs as follows:

1. Town is responsible for all vehicle services and maintenance as follows:
 - a. Maintain fuel.
 - b. Service all oil changes with new oil filter.
 - c. Lube chassis and any other lube points.
 - d. Maintain all fluids, including: windshield wipers, brake fluid, radiator coolant, transmission fluid, and any transference.
 - e. Maintain air filter.
 - f. Rotate tires and maintain tire air pressure at proper PSI.
 - g. Maintain all vehicle lights.
 - h. Maintain vehicle cleanliness.
2. County is responsible for all other VIPS vehicle maintenance and repairs, including any tires, excepting the service and maintenance items outlined in Paragraph 1 set forth above.